

**TOWN OF FLORENCE, AZ
REQUEST FOR PROPOSALS
STATE LOBBYIST ON RETAINER
RFP**

SUBMITTAL DUE DATE AND TIME: **December 5, 2014 at 10:00 A.M.**

SUBMITTAL LOCATION: Town of Florence
Town Hall
775 N. Main Street
P.O. Box 2670
Florence, AZ 85132

**GENERAL OR RFP PROCESS
QUESTIONS:** Mike Farina, Finance Director
(520) 856-7505
Mike.Farina@florenceaz.gov

TECHNICAL QUESTIONS: Lisa Garcia
Deputy Town Manager/Town Clerk
(520) 868-7552
Lisa.Garcia@florenceaz.gov

Notice is hereby given that sealed proposals for the specified materials or services will be received at the Town of Florence, Town Hall, located at 775 N. Main Street, Florence, AZ 85132, until the time and date cited. Late proposals will not be considered.

One original and three (3) copies of the proposal shall be submitted in a sealed envelope with the proposal name, Offeror's name, address and telephone number clearly indicated on the envelope. All proposals must be submitted in ink or typewritten. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. Additional instructions for preparing an offer are provided within. Offerors are strongly encouraged to carefully read the entire solicitation.

PLEASE NOTE: OFFEROR IS RESPONSIBLE FOR OBTAINING ANY AMENDMENTS EITHER THROUGH UPDATES ON THE WEB SITE, OR BY CONTACTING THE PERSON CITED ABOVE FOR GENERAL QUESTIONS.

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SOLICITATION SUBMITTAL CHECKLIST

It is the Offeror's responsibility to be thoroughly familiar with all requirements and specifications.

- ☐ 1. The Offer Sheet has been signed by an authorized representative of the firm. Unsigned solicitations will not be considered.
- ☐ 2. The prices offered have been reviewed.
- ☐ 3. The price extensions and totals have been checked. Unit prices will prevail.
- ☐ 4. Any amendments have been signed and are included. It is the Offeror's responsibility to obtain all amendments relevant to this solicitation via the Town's Web site or other means.
- ☐ 5. Review all instructions, terms and conditions, and specifications to ensure your response complies.
- ☐ 6. Any required samples, descriptive literature, or enclosures have been included, if applicable. (Identify samples with Offeror's name.)
- ☐ 7. All items listed on the Proposal Format and Required Responses section have been included.
- ☐ 8. If required, the bid surety has been included.
- ☐ 9. Solicitation Package and/or Envelope have been identified with Offeror's name, address, telephone number, and solicitation title.
- ☐ 10. The specified number of copies of your offer has been included if more than one copy was requested on the cover page.

SCOPE OF SERVICES

1. **Background:** The Town of Florence, Arizona was incorporated in 1900 and is located in the southeast metropolitan valley area. It is governed by an elected Mayor and Council, with administration provided by a Town Manager. The Town limits consist of approximately 62 square miles of residential, commercial, and municipal areas. The Town has an estimated population of 25,536. The Town falls in State Legislative Districts 8 and Congressional District 4.
2. **Overview:** The Town of Florence Town Manager's Office requests proposals from firms interested in providing consulting and technical support services for government relations. Experience working with municipalities or other government entities is highly desirable.

3. **Project Description:** It is the intent of the Town to enter into a contract with a private firm to provide state government relations services and represent the Town at the Arizona State Legislature. This firm will be responsible for developing, representing and advocating for the interests of the Town of Florence by fostering and maintaining the Town's relationships with the Office of the Governor, State legislators, State governmental agencies and other Arizona local governments, organizations and private sector partners with similar interests.
4. **Period of Service:** Consultant's services shall be requested and performed on an as-needed basis throughout the resulting retainer contract. Consultant shall perform services in accordance with the schedule(s) provided by Town staff. Failure on the part of Consultant to adhere to such work schedule(s) shall be sufficient grounds for cancellation of their contract.
5. **Overview of Scope of Services:** This Section contains a brief description of the types of services the Town expects to be performed, and is not a complete listing of all services that may be required. Government relations services include a range of topics.
 - a. Provide visible representation of the Town of Florence at the State Legislature and Governor's Office.
 - b. Assist with the development of the Town's legislative direction and agendas.
 - c. Monitor pending state and regional legislation and regulatory matters, as well as state agency studies.
 - d. Attend State legislative sessions pertaining to the Town's legislative interests.
 - e. Prepare, submit, coordinate and deliver testimony to state and regional legislative bodies.
 - f. Seek legislative sponsors and lobby for or against legislation consistent with the Town's legislative agenda.
 - g. Coordinate with relevant organizations, including other jurisdictions, in support of the Town's legislative agenda.
 - h. Regularly communicate with Town staff to provide updates and develop strategy on pending legislative matters.
 - i. Provide additional, related services as requested.

Consultant shall provide all labor, material, equipment, and transportation necessary to perform the services in accordance with the terms, conditions and specifications of this RFP. Staff will not allow non-Town personnel access to any Town-owned equipment and no equipment will be provided under this contract.

6. **Town Responsibilities:** Town shall furnish consultant(s), at no cost to the consultant, the following information or services for this contract:
 - a. One copy of data pertinent to the work. However, consultant shall be responsible for research and requesting information required for the project.
 - b. All available data and information relative to policies, standards, criteria, studies, etc.
 - c. Designate the name of a Town employee who will serve as the contract administrator

during the term of the resultant contract. The contract manager has the authority to administer the contract and shall monitor consultant compliance with all terms and conditions stated herein. All requests for information or decisions by Town on any aspect of the work shall be directed to the contract administrator.

INSTRUCTIONS TO OFFEROR

1. **Preparation of Proposal:**

- a. Faxed or emailed proposals will not be considered.
- b. The offer document shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer.
- d. If price is a consideration and in case of error of prices in the proposal, the unit price shall govern.
- e. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- f. Periods of time, stated as a number of days, shall be calendar days.
- g. It is the responsibility of all Offerors to examine the entire Request For Proposal (RFP) package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a proposal. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **Inquiries:** Any question related to the RFP shall be directed in writing or via email **only** to one of the persons whose name appears on the cover page. Any correspondence related to a RFP should refer to the appropriate RFP page and paragraph number.

3. **Due Date and Time:** Offeror must submit proposals to the Florence Town Hall, Town Clerk's Office by 10:00 AM/Local AZ time on December 5, 2014, at the address or physical location listed on the cover page. Late proposals will not be accepted.

4. **Withdrawal of Proposal:** At any time prior to the specified proposal due date and time, an Offeror may withdraw the proposal by submitting a request in writing or via email to Lisa Garcia. Request must be made by a duly authorized representative of the Offeror. Offeror is responsible for making arrangements and expenses associated with the return of proposal.

5. **Amendment of Proposal:** Receipt of an RFP Amendment shall be acknowledged by signing and returning the document with the proposal by the specified proposal due date and time. Potential Offerors are responsible for obtaining all amendments relevant to this solicitation.

6. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this document. The name of each Offeror for which the proposal was submitted shall be publicly read and recorded in the presence of a witness. Proposals, modifications, and all other information received in response of this RFP shall be shown

only to Town personnel having legitimate interest in the evaluation. **PRICES SHALL NOT BE READ.** After award of the proposal, the successful proposal and the evaluation documentation shall be open for public inspection.

7. **Confidential Information:**

- a. If an Offeror believes that a proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Town of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Town makes a written determination whether the information must be disclosed under Arizona law. If the Town determines that the information must be disclosed, Town will provide the proposer with notice of such fact, and that the proposer has five (5) days within which to file a legal action protesting the planned disclosure. If no legal action is taken within the time specified, the Town will disclose the information and will not be responsible for any claims or losses arising from our related to such disclosure.

8. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the Town requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date and each Offeror agrees that it will hold open its offer for such period.

9. **Taxes:** Sales tax, if any, shall be indicated as a separate item on any notice of amount due delivered to the Town.

10. **Award of Contract:** Notwithstanding any other provision of this RFP, The Town expressly reserves the right, when determining whether to award a contract to an Offeror, to:

- a. Waive any immaterial defect or informality; or
- b. Reject any or all proposals, or portions thereof, or
- c. Reissue a RFP
- d. Unless the Offeror states otherwise, the Town reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the Town. If the Offeror's offer is an "all or nothing" offer, it must be so indicated on the offer sheet.

11. **Contract Applicability:** The Offeror shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific RFP. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the Town, are not applicable to this RFP or any resultant contract.

12. **Gratuities:** The Town may, by written notice to the Offeror, cancel the resultant contract if it is found by the Town that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror or any agent or representative of the Offeror, to any officer or employee of the Town with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the Town pursuant to this provision

cancels the resultant contract, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible Town government customers, shall not be prohibited by this paragraph.

13. **Cost of Bid/Proposal:** The Town shall not reimburse the cost of developing or providing any response to this RFP and development and provision of any offer shall be at the respective Offeror's sole cost. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
14. **Public Record:** All offers submitted in response to this RFP, whether or not accepted by the town, shall become a matter of public record available for review, subsequent to the award notification, in accordance with the Town's Procurement Policy.
15. **Certification:** By signature in the Offer section of the Offer Award Page, the Offeror certifies that:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Offeror has not given or offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or the falsity of a statement in a signed offer, shall void the submitted offer or any resulting contracts.
16. **Execution of Contract:** No contract or agreement, express or implied, shall exist or be binding on the Town before the execution of a written contract by both parties. If agreement on the terms of a resultant contract cannot be reached after a period deemed reasonable by the Town in its sole discretion, the Town may negotiate and enter a contract with any other Offeror who submitted a timely, responsive and responsible proposal to this RFP.
17. **RFP Error:** If Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Offeror shall immediately provide the Town with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, the Town may modify the document prior to the dates fixed for submission of the proposals by issuing an addendum to all potential Offerors. If prior to the date fixed for submission, a Offeror knows of or should have known of an error in the RFP, but fails to notify the Town of the error, the Offeror shall bid at its own risk, and if awarded the contract shall not be entitled to additional compensation or time by reason of the error or its later correction.
18. **Lobbying Prohibition:** Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the Town, including but not limited to the Town Council, employees, and consultants hired to assist in the solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the solicitation until the Town cancels the solicitation, rejects all responses, awards a contract, or otherwise takes

action which ends the solicitation process. This section shall not prohibit public comment at any Town Council meeting, study session or Town committee meeting

This prohibition shall not apply to communication with the official contact(s) specifically identified in the solicitation or Town-initiated communications for the purposes of conducting the procurement, and in the manner prescribed in the solicitation, including but not limited to pre-bid conferences, clarification of responses, presentations if provided for in the solicitation, requests for Best and Final Proposals, contract negotiations, interviews, protest/appeal resolution, or surveying non-responsive Offerors.

Persons and/or entities violating this prohibition may be subject to a warning letter, rejection of their response, in the Town's discretion, depending on the nature of the violation.

SPECIAL TERMS AND CONDITIONS

1. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year from the date of the award. The Town has the option, in the Town's sole discretion to renew the contract for four (4) additional one year periods. If the contract is renewed, the total length of the contract shall not exceed five (5) years. Any of the one (1) year contracts may be unilaterally extended by the Town for a period of thirty-one (31) days.
2. **Evaluation:** Award(s) shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Town. The Town of Florence shall evaluate proposals based upon an overall best value determination with the following criteria listed below in relative order of importance.
 - a. Qualifications and Experience 45 points
 - b. Method of Approach 35 points
 - c. Cost/Fee 15 points
 - d. Overall conformance to RFP including proposal format 5 points
And required responses.

Note: References and current work history are part of the evaluation process and may be confirmed. Negative responses shall be a basis for disqualification.

4. **Discussions/Interviews with Responsible Offerors and Revisions to Proposal:** The Town reserves the right to conduct personal interviews or require presentation of any or all proposals prior to selection. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information

derived from proposals submitted by competing Offerors. The purpose of such discussions shall be to:

- a. Determine in greater detail such Offeror's qualifications;
 - b. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - c. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time;
 - d. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services/equipment, the scope and complexity of the proposed project and nature of such services/equipment.
5. **Price Adjustment:** The Town of Florence Finance Department will review fully documented requests for a price increase after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The Town of Florence Finance Department will determine, through competitive market research, trade publications, independent price indexes, and/or other means, whether the requested price increase or an alternative option, is in the best interest of the Town. A price reduction adjustment may be offered at any time during the term of the contract and shall become effective upon notice.
6. **Insurance:** The Town requires complete and valid certificates of insurance in compliance with the requirements of Exhibit A, prior to the commencement of any service or activity specified in this solicitation. The Town will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) shall at that time submit a copy of the insurance certificate for coverage with minimum amounts stated. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations. The Town may, at any time while this Contract is in effect, request copies of any or all insurance policies, which shall be provided to Town within five (5) business days of such request.
7. **F.O.B. Point:** Prices shall be F.O.B. destination.

PROPOSAL FORMAT AND REQUIRED RESPONSES

The information set forth in the paragraphs below **must** be included with all proposals. Failure to provide any of the information requested by these paragraphs may be grounds for the Town to reject a proposal.

In order for the Town to conduct a uniform review process, all proposals should be submitted in the format set forth below.

1. **Proposal Format:** *A total of one (1) original (label original) and three (3) copies of the proposal shall be submitted in the format indicated in the Proposal Format and Requirement section of the RFP.*
2. **Table of Contents:** The Table of Contents must indicate the material included in the proposal by section. A proposal's table of contents should mirror this section of the Town's RFP and must include all the items set forth in this section of the RFP.
3. **Letter of Transmittal:** A letter of transmittal **must** be submitted with an Offeror's proposal. The letter must include:
 - a. A statement of the Offeror's understanding of the services required by the RFP listed in the scope of services.
 - b. The names of the persons who are authorized to make representations on behalf of the Offeror (include their titles, addresses, fax number, e-mail addresses and telephone numbers).
 - c. A statement that the individual who signs the transmittal letter is authorized to bind the Offeror to contract with the Town.
5. **Detailed Proposal:** Proposal shall include but not limited to the information as provided in the Scope of Services.
6. **Method of Approach:**
 - a. Provide your recommended approach to executing the Town's legislative agenda at the state level, to include, but not limited to:
 - i. Protect State Shared Revenues and local and fiscal sustainability.
 - ii. Protect local authority and decision making.
 - iii. Urge the State Legislature to protect and enhance municipalities as economic drivers through economic development tools and the infrastructure needed to support a sustainable economy.
 - b. Provide a detailed narrative response that clearly demonstrates the firm's approach to each of the items listed in the Overview of Scope of Services.
 - c. Describe your project management methods and how you would propose to coordinate projects with Town staff.

7. Qualifications and Experience

a. Provide a detailed narrative response that clearly demonstrates the firm's qualifications and experience in the following:

- i. History of success executing the legislative agenda for municipal clients. In addition to working to advance issues that are part of the Town's legislative agenda, the Consultant will likely be required to lobby against legislation that would be harmful to the Town. Please describe at least two instances where you and/or your firm had to defeat legislation strongly supported by special interests. Specifically include the steps taken to defeat the legislation.
- ii. Demonstrated expertise in local government issues and concerns.
- iii. Demonstrated bipartisan ties and familiarity with the leadership of the State Senate, State House of Representatives and the Office of the Governor.
- iv. Provide detailed resumes of the consultants the firm proposes to assign to this contract.
- v. Submit at least five (5) references from current and/or past municipal clients. Information should include classification and description of services received.
- vi. Submit a complete list of public and private sector clients from the last five (5) years.
- vii. Submit the name and contact information for three (3) state legislators and/or state officials with whom your firm has worked and who can speak to the firm's experience and expertise in providing state government relations services.
- viii. Provide an organizational chart that demonstrates that the firm has experienced and available staff to handle a variety of municipal legislative concerns. Identify the staff members proposed to be assigned to the contract, their proposed duties and firm office locations to which they are assigned.
- ix. Provide information about current firm office locations and hours.
- x. Identify any proposed sub consultants.
- xi. Provide the information requested above for all sub consultants.

8. **Cost/Fee:** Provide fee schedule that includes a flat monthly fee for the services specified in the Overview of Scope of Services.

9. **Disclosures:** Disclose any professional or personal financial interest, which could be a possible conflict of interest in providing products and services to the Town.

10. **Price Page:** Completed Price Page.

PRICE PAGE

List labor rates per assigned personnel titles for Town of Florence Lobbyist Projects

Title: _____

Hourly Rate: _____

Area of Expertise: _____

Title: _____

Hourly Rate: _____

Area of Expertise: _____

Title: _____

Hourly Rate: _____

Area of Expertise: _____

Title: _____

Hourly Rate: _____

Area of Expertise: _____

Title: _____

Hourly Rate: _____

Area of Expertise: _____

PROMPT PAYMENT DISCOUNT: The price(s) quoted herein can be discounted by: _____
_____ % if payment is made within _____ days.

EXCEPTIONS / CLARIFICATIONS: _____

OFFER SHEET

MANDATORY – RETURN THIS PAGE WITH YOUR RESPONSE. UNSIGNED OFFERS WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED.

To the Town of Florence: By signing below, Offeror certifies that he/she has read, understands, and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the Offeror's firm with full power and authority to submit binding offers for the goods or services as specified. Offeror certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Authorized Signature (required)

Company Name

Printed Name

Address

Title

City, State, Zip

Arizona Transaction (Sales) Privilege Tax License
Number

Telephone Number

Federal Employer Identification Number

Fax Number

**For clarification of this offer contact:
(If different from above)**

Contact Name

Company E-mail Address

E-mail Address

Telephone Number

(SAMPLE CONTRACT)
TOWN OF FLORENCE, ARIZONA
CONTRACT FOR LOBBYIST SERVICES

THIS CONTRACT (The "Contract") is made and entered into effective as of the ____ day of _____, 20__ (the "Effective Date"), by and between the Town of Florence, Arizona, an Arizona municipal corporation ("Town"), and _____, an Arizona corporation ("Offeror") and, together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the RFP title. The Town and the Offeror are sometimes referred to in this Contract collectively as the "Parties" and each individually as a "Party."

1. **CONTRACT DOCUMENTS:** The Contract consists of the following contract documents, which by this reference are incorporated herein:
 - A. This signed Contract;
 - B. The RFP for (Title),
 - C. The proposal submitted by _____.
2. **SCOPE OF SERVICES:** The Offeror shall provide the Town the services described in the attached scope of services set forth in Exhibit A (will be added in final contract).
3. **CONTRACT ADMINISTRATOR:** The Offeror shall work exclusively with the staff person designated as the contract administrator unless specifically given permission by the contract administrator to contact other staff members and/or Town Council members.
4. **CONTRACT PRICING:** Contract pricing is listed in Exhibit B (will be added in final contract).
5. **TERM OF CONTRACT:** The term of the Contract is ____ year(s), commencing on _____, 201__ and terminating on _____, 201__ unless sooner terminated in accordance with the provisions set forth in the contract documents. The Town reserves the right, at its sole discretion, to extend the Contract for up to # (#) additional terms of one year each. The total length of the contract shall not exceed # (#) years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

IN WITNESS WHEREOF, the Parties have executed this Contract effective as of the Effective Date set forth above.

Town of Florence

Date: _____

By: _____
Town Manager Charles A. Montoya

Attest: _____
Town Clerk Lisa Garcia

Approved as to form:

By: _____
Town Attorney James E. Mannato

_____, an Arizona corporation

Date: _____

By: _____

Its: _____

EXHIBIT A
INSURANCE

1. **Insurance Certificate:** The Town requires a complete and valid certificate of insurance prior to the award of any contract. Offeror shall submit a copy of the insurance certificate for coverage with minimum amounts stated below. The coverage shall be maintained in full force and effect during the term of the Contract and shall not serve to limit any liabilities or any other Offeror obligations. Insurance evidenced by the certificate shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the Town, and a statement to that effect must appear on the face of the certificate and the certificate shall be signed by a person authorized to bind the insurer.
2. **Deductible:** The amount of any deductible shall be stated on the face of the certificate. The Contract Administrator may require Offeror to furnish a financial statement establishing the ability of Offeror to fund the deductible. If in the sole judgment of the Contract Administrator the financial statement does not establish Offeror's ability to fund the deductible, and no other provisions acceptable to the Contract Administrator are made to assure funding of the deductible, the Contract Administrator may, in his/her sole discretion, terminate this Contract and the Town will have no further obligation to Offeror.
3. **General Liability:** Offeror shall secure and maintain, at his or her own expense, until completion of the contract, general liability as shall protect Offeror and the Town from claims for bodily injury, personal injury, and property damage which may arise because of the Services and/or Goods provided under this contract. Offeror shall provide general liability and excess general liability coverage in the following amounts, at a minimum:
 - i. **Projects less than \$1,000,000:** Offeror shall have total limits of insurance to include primary and excess coverage in an amount not less than \$2,000,000. For example, coverage may include \$1,000,000 primary and \$1,000,000 excess, \$2,000,000 primary, or other equivalent combinations.
 - ii. **Projects greater than \$1,000,000:** Offeror shall provide total limits of insurance to include primary and excess coverage in an amount of not less than \$5,000,000. For example, coverage may include \$1,000,000 primary and \$4,000,000 excess, \$2,000,000 primary and \$3,000,000 excess, or other equivalent combinations.
4. **Automobile Liability:** Offeror shall secure, and maintain at his or her own expense, until the completion of the Contract, coverage for any auto, including non-owned and hired autos, with a combined single limit of \$1,000,000 per occurrence. The Town shall be named as an Additional Insured.
5. **Worker's Compensation Insurance:** Before beginning work, Offeror shall furnish to the Town satisfactory proof that he or she has, for the period covered under the Contract, full Worker's Compensation coverage for all persons whom Offeror may employ directly, or indirectly, and shall hold the Town free and harmless for all personal injuries of all persons whom Offeror may employ directly or indirectly.

6. **Additional Insured:** Offeror shall name the Town of Florence as an “Additional Insured” on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance.
7. **Rating of Insurance Company(ies):** Any and all insurance company(ies) supplying coverage to Offeror must have no less than an “A” rating in accordance with the A.M. Best rating guide.
8. **Waiver:** The Town Manager, in consultation with the Risk Manager and/or Town Attorney, reserves the right to waive, reduce, or increase insurance requirements should it be in the best interest of the Town.